Mass. 350, 59 N. E. 1037, 55 L. R. A. 33, it was held that a claim could be set off if provable at the time it was attempted to be set off, though not strictly so at the time of filing the petition, the court holding that "provable" meant "provable *in nature*." This view was approved in *Norfolk & W. Ry.* v. *Graham,* 145 Fed. 809, 76 C. C. A. 385, 16 Am. B. R. 610, and derives considerable support from the fact that "provable in nature" was the language used in the Act of 1867. There seems to be no good reason why one discharging a mechanic's lien which may subsequently be enforced against him should not be held to possess the same equities as a surety discharging the obligation of his principal debtor. The one claim appears no more contingent than the other.

BILLS AND NOTES—USURY—WHEN NOTE IS VOID AS TO BOTH PRINCIPAL AND INTEREST.—Plaintiff brings suit to recover the amount of a promissory note. The note represented a loan of $225 made by the plaintiff to the maker and $25 interest charged thereon for the use of the $225 for eight months and ten days. The maker to secure the indorsement of his co-defendants, who were merchants trading under a firm name, made the instrument payable to the firm and it was indorsed as such to plaintiff. *Held,* (HAYES, J., dissenting), that under Ind. Ter St. 1899 § 3043 (Mansf. Dig. § 4732) the note was void as to both principal and interest and there could be no recovery on the same. *Sulphur Bank & Trust Co.* v. *Medlock et al.* (1909), — Okl. —, 105 Pac. 321.

This decision is interesting in showing the court's literal construction of the usury statute. The case, however, would be much more interesting if in the unofficial report the dissenting opinion of Judge HAYES had been given. The courts are not in harmony in construing usury statutes. The conflict between the state courts is due in a great measure to the wording of the various state statutes. Where a part of a contract is tainted with usury the whole contract is illegal. *Ormund* v. *Hobart,* 36 Minn. 306, 31 N. W. 213; *Brown* v. *Nevitt,* 27 Miss. 801. A usurious contract is not absolutely void but voidable only to the extent of the interest. *Masterson* v. *Grubbs,* 70 Ala. 406; *Dawson* v. *Burrus,* 73 Ala. 111. Usury avoids a contract only as to the excess above legal interest. *Farmers & Traders Bank* v. *Harrison,* 57 Mo. 503. The statute in the principal case expressly declared, "all contracts for greater rate of interest than 10 per cent per annum shall be void as to principal and interest." In *Claflin* v. *Boorum,* 122 N. Y. 385, Judge VANN says: "a note void in its inception for usury continues void forever, whatever its subsequent history may be." The principal case was correctly decided and from the express terms of the statute is amply sustained by reason and authority. See *Claflin* v. *Boorum,* supra; *Schlessinger* v. *Lehmaier,* 191 N. Y. 69.

BOUNDARIES—MEANDER LINE—RIPARIAN RIGHTS.—Plaintiff owned a tract of eighteen acres abutting upon the meandered line of Lake Cache, as shown by the government survey of 1846. He claimed title to an adjoining tract, which at the time the land was surveyed was within the meandered lines of the lake. Defendants claimed title to the same tract through a grant to Arkansas by the government of "all the unsurveyed land in the township